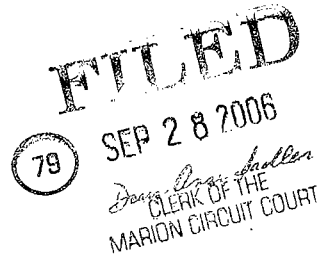


STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D020609PL040105

STATE OF INDIANA,       )  
                                  )  
                  Plaintiff,    )  
                                  )  
                  v.            )  
                                  )  
JERRY EVERSOLE,         )  
                                  )  
                  Defendant.   )



**COMPLAINT FOR INJUNCTION, COSTS AND PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric L. Jackson, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, and the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*, for injunctive relief, costs, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-11-14.

2. Defendant, Jerry Eversole, is an individual engaged in business as a home improvement contractor with a principal place of business at 6617 Stearns Hill Drive, Indianapolis, IN 43267.

## **FACTS**

3. On or about June 24, 2002 the Indiana Office of Attorney General mailed the Defendant a 'warning letter' that informed the Defendant of the requirements of the Indiana Home Improvement Contracts Act. A true and correct copy of the letter is attached and incorporated by reference as Exhibit "A."

4. Since at least September 28, 2004 the Defendant has entered into home improvement contracts with Indiana consumers.

5. From September 28, 2004, until December 19, 2004, the Defendant entered into sixteen (16) oral home improvement contracts with Linda Harris of Indianapolis, Indiana, to make various modifications and repairs to her personal residence and a rental home. These oral contracts included, but were not limited to, the following work: trimming trees; installing a tile floor; coating the driveway; roofing; and, concrete work on the porch. The prices for the various contracts ranged from \$200.00 to \$2,150.00.

6. Since these contracts were oral they did not contain any of the requirements of Ind. Code § 24-5-11-10.

## **VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT**

7. The services described in paragraph 5 are "home improvements" as defined by Ind. Code § 24-5-11-3.

8. The transactions referred to in paragraph 5 are "home improvement contracts" as defined by Ind. Code § 24-5-11-4.

9. Defendant is a "supplier" as defined by Ind. Code § 24-5-11-6.

10. By failing to provide a completed home improvement contract containing the information referred to in paragraph 6, Defendant violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-10.

11. Defendant's violations of the Indiana Home Improvement Contracts Act referred to in paragraph 10 constitute deceptive acts and subjects the Defendant to the remedies and penalties under Ind. Code § 24-5-0.5.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court to enter judgment against the Defendant, Jerry Eversole, enjoining the Defendant from the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract that includes at a minimum the following:

1. The name of the consumer and the address of the residential property that is the subject of the home improvement;
2. The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
3. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
4. A reasonably detailed description of the proposed home improvements;

5. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
6. The approximate starting and completion date of the home improvements;
7. A statement of any contingencies that would materially change the approximate completion date;
8. The home improvement contract price; and,
9. Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment; and


c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

- a. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- b. Civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the maximum statutorily allowed amount per violation, payable to the State of Indiana; and,
- e. all other just and proper relief.

Respectfully submitted,  
STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:

  
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Deputy Attorney General  
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